



Residential Tenancies Act

CHAPTER 401

OF THE

REVISED STATUTES, 1989

amended 1992, c. 31, ss. 1, 4(b) and (c), 5(1), 8(1) and (2) (except s.18(4B) as enacted thereby), 9, 10, 14-16; 1994, c. 32; 1993, c. 40, ss. 1-7, 8(2)-14; 1997, c. 7; 2002, c. 10, ss. 23-37; 2002, c. 30, ss. 16-18

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An Act Respecting Residential Tenancies

Short title

1 This Act may be cited as the *Residential Tenancies Act*. R.S., c. 401, s. 1.

PURPOSE

Purpose

1A The purpose of this Act is to provide landlords and tenants with an efficient and cost-effective means for settling disputes. *1993, c. 40, s. 1.*

INTERPRETATION

Interpretation

2 In this Act,

(a) "anniversary date" means a date on which a lease was first entered into, and refers to the same date in a subsequent year as long as the lease continues, regardless of whether the lease is for a term running week to week, month to month, year to year, or for a fixed term;

(aa) repealed 2002, c. 10, s. 23.

(ab) "Director" means the Director of Residential Tenancies designated pursuant to this Act;

(ac) "fixed-term lease" means a lease that is entered into for a fixed period of time, which includes the day of commencement and the day of termination stated in the lease;

(b) "landlord" includes a person who is deemed to be a landlord, a lessor, an owner, the person giving or permitting the occupation of premises and his and their heirs and assigns and legal representatives;

(c) "Minister" means the Minister of Service Nova Scotia and Municipal Relations;

(d) "mobile home" means any trailer that is

(i) designed for or intended to be equipped with wheels, whether or not it is so equipped, and

(ii) constructed or manufactured to provide a residence for one or more persons,

but does not include a travel trailer or tent trailer or trailer otherwise designed;

(e) "mobile home park" means any lot, piece or parcel of land upon which two or more occupied mobile homes are located for a period of ten days or more, either free of charge or for revenue purposes, and includes any building, structure or enclosure used or intended for use as part of the equipment of such mobile home park;

(f) "mobile home space" means a plot of ground within a mobile home park designed to accommodate one mobile home;

(fa) "public housing program" means a rental program offered to tenants of low and modest income by reason of funding provided by the Government of Canada, the Province or a municipality or any agency thereof;

(g) "rent" means money or other value payable in consideration of the right to possess or occupy residential premises;

(h) "residential premises" includes any house, dwelling, apartment, flat, tenement, mobile home, mobile home park, mobile home space or other place that is occupied or may be occupied by an individual as a residence or that part of any such place that is or may be occupied by an individual as a residence, but does not include

(i) a university, college or institution of learning, a public hospital, mental hospital, tuberculosis hospital, maternity hospital or sanatorium, a municipal home, or a jail, prison or reformatory,

(ii) a maternity home that is licensed under the *Children's Services Act*,

(iii) a nursing home to which the *Homes for Special Care Act* applies,

(iv) a hotel that is licensed under the *Hotel Regulations Act*, or

(v) a residential care facility licensed under the *Homes for Special Care Act*;

(i) "residential tenancy officer" means a residential tenancy officer appointed under this Act;

(ia) "Small Claims Court" means the Small Claims Court of Nova Scotia;

(j) "tenant" includes an individual who is deemed to be a tenant and an individual who is a lessee, occupant, subtenant, under-tenant, and his or their assigns and legal representatives;

(k) "wear and tear" means the usual degree of depreciation or deterioration caused by living in a residential premise, relative to the duration of the lease. *R.S., c. 401, s. 2; 1992, c. 31, s. 1; 1993, c. 40, s. 2; 2002, c. 30, s. 23*.

LANDLORD AND TENANT

Application of Act

3 (1) Notwithstanding any agreement, declaration, waiver or statement to the contrary, this Act applies when the relation of landlord and tenant exists between a person and an individual in respect of residential premises.

(2) For the purposes of subsection (1), the relation of landlord and tenant is deemed to exist in respect of residential premises between an individual and a person when an individual

(a) possesses or occupies residential premises and has paid or agreed to pay rent to the person;

(b) makes an agreement with the person by which the individual is granted the right to possess or occupy residential premises in consideration of the payment of or promise to pay rent;

(c) has possessed or occupied residential premises and has paid or agreed to pay rent to the person. *R.S., c. 401, s. 3*.

APPLICATION OF ACTS

Certain Acts do not apply

4 When the relation of landlord and tenant exists in respect of residential premises by virtue of this Act or otherwise,

(a) the *Overholding Tenants Act*; and

(b) the *Tenancies and Distress for Rent Act*,

do not apply to the landlord or to the tenant or in respect of the residential premises or any goods or chattels on the residential premises. *R.S., c. 401, s. 4.*

Disposal of property of tenant

5 (1) A landlord shall not hold or dispose of a tenant's personal property except in accordance with an order made pursuant to Section 17 or except as otherwise authorized by law.

(2) Nothing in subsection (1) entitles a tenant to leave personal property in the residential premises after the tenancy has terminated.

(3) Where a tenant leaves personal property in the residential premises after the tenancy has terminated or the tenant has abandoned the residential premises, the landlord shall do an inventory, to be filed with the Director, of the personal property and may at any time after sixty days dispose of the property in the manner determined by regulation and any revenue received from such property shall be paid first, towards rent owed, and second, for any storage costs or damages, with respect to the residential premises and any balance shall be turned over to the Public Trustee. *R.S., c. 401, s. 5; 1993, c. 40, s. 3; 1997, c. 7, s. 1; 2002, c. 30, s. 16.*

Free access by tenant

5A A landlord shall not bar a tenant from free access to the residential premises during the term of the tenancy. *R.S., c. 401, s. 5; 1993, c. 40, s. 3.*

APPLICATION FEE

Prohibition

6 (1) No person shall demand, accept or receive, from an individual who may, or applies to, become a tenant of that person, a sum of money or other value in consideration of or respecting the application by the individual to become a tenant of that person.

(2) For the purpose of a proceeding in respect of subsection (1),

(a) a person who contravenes subsection (1) is deemed to be a landlord;

(b) the individual from whom that person demands, accepts or receives a sum of money or other value is deemed to be a tenant; and

(c) a relation of landlord and tenant is deemed to exist between them.

(3) Notwithstanding subsection (1), a landlord may charge a sum not exceeding twenty-five dollars for expenses actually incurred in respect of a sublease or an assignment.

(4) Notwithstanding subsection (3), tenants who are leasing under a public housing program shall not sublet the residential premises. *R.S., c. 401, s. 6; 1993, c. 40, s. 4.*

REQUIREMENT FOR LEASE

Entitlement to documents and information

7 (1) No landlord shall grant a lease or possession or occupancy of residential premises to a tenant unless he has provided the tenant with a copy or reproduction of this Act without cost to the tenant within ten days of such grant, possession or occupancy.

(2) A landlord, with respect to every written tenancy agreement entered into, shall when the tenancy agreement is initially entered into, or if it is entered into before the first day of February, 1985, on the anniversary date thereof, provide the standard form of lease as prescribed by regulation for both the landlord and tenant to sign and a copy signed by both the landlord and tenant shall be retained by the tenant at the time of the signing or given to the tenant within ten days thereof.

(3) Where a landlord fails to provide a copy or reproduction of this Act in accordance with subsection (1) or a copy of a written lease in accordance with subsection (2), the tenant

(a) at any time before the tenant receives a copy or reproduction of this Act or the written lease from the landlord; or

(b) within one month after the tenant receives a copy or reproduction of this Act or the written lease from the landlord,

may give notice to the landlord that the tenant will quit and deliver up the premises on a specified day within a period of three months from the day the notice is given.

(4) A tenant may pay the rent in trust to the Director until the landlord provides the tenant with an executed copy of the lease and a copy or reproduction of this Act.

(5) When a landlord provides an executed copy of the lease or a copy or reproduction of this Act, the landlord may request the tenant to execute an acknowledgement that the copies have been received.

(6) The landlord shall provide the tenant in writing with

(a) the landlord's name;

(b) the landlord's address; or

(c) the name and telephone number of a person responsible for the premises.

(7) Tenants who are leasing pursuant to a public housing program shall, with respect to that public housing program,

(a) provide income verification as required; and

(b) continue to meet the qualifications required pursuant to the provisions of that public housing program.

(8) For the purpose of subsection (7), qualifications required pursuant to the provisions of a public housing program means income and family composition and those qualifications shall be attached to the lease. *R.S., c. 401, s. 7; 1993, c. 40, s. 5; 1997, c. 7, s. 2.*

Standard form of lease

8 (1) In addition to the statutory conditions, a landlord and tenant may provide in a standard form of lease for other benefits and obligations which do not conflict with this Act.

(2) An additional benefit or obligation under subsection (1) is void unless it appears on both the landlord's and tenant's copies of the standard form of lease.

(3) Any alteration of or deletion from provisions that a standard form of lease is required by regulation to contain is void.

(4) On or after the first day of February, 1985, a landlord and a tenant who enter into a written tenancy agreement or renew a written tenancy agreement and who do not sign a standard form of lease are deemed to have done so and all provisions of this Act and the standard form of lease apply.

(5) A landlord and tenant who have an oral tenancy agreement and who do not sign a standard form of lease are deemed to have done so and all provisions of this Act and the standard form of lease apply. *R.S., c. 401, s. 8.*

STATUTORY CONDITIONS

Statutory conditions

9 (1) Notwithstanding any lease, agreement, waiver, declaration or other statement to the contrary, where the relation of landlord and tenant exists in respect of residential premises by virtue of this Act or otherwise, there is and is deemed to be an agreement between the landlord and tenant that the following conditions will apply as between the landlord and tenant as statutory conditions governing the residential premises:

Statutory Conditions

1. Condition of Premises - The landlord shall keep the premises in a good state of repair and fit for habitation during the tenancy and shall comply with any statutory enactment or law respecting standards of health, safety or housing.
2. Services - Where the landlord provides a service or facility to the tenant that is reasonably related to the tenant's continued use and enjoyment of the premises such as, but not so as to restrict the generality of the foregoing, heat, water, electric power, gas, appliances, garbage collection, sewers or elevators, the landlord shall not discontinue providing that service to the tenant without proper notice of a rental increase or without permission from the Director.
3. Good Behaviour - A landlord or tenant shall conduct himself in such a manner as not to interfere with the possession or occupancy of the tenant or of the landlord and the other tenants, respectively.
4. Obligation of the Tenant - The tenant is responsible for the ordinary cleanliness of the interior of the premises and for the repair of damage caused by wilful or negligent act of the tenant or of any person whom the tenant permits on the premises.
5. Subletting Premises - The tenant may assign, sublet or otherwise part with possession of the premises subject to the consent of the landlord which consent will not arbitrarily or unreasonably be withheld or charged for unless the landlord has actually incurred expense in respect of the grant of consent.
6. Abandonment and Termination - If the tenant abandons the premises or terminates the tenancy otherwise than in the manner permitted, the landlord shall mitigate any damages that may be caused by the abandonment or termination to the extent that a party to a contract is required by law to mitigate damages.
7. Entry of Premises - Except in the case of an emergency, the landlord shall not enter the premises without the consent of the tenant unless
 - (a) notice of termination of the tenancy has been given and the entry is at a reasonable hour for the purpose of exhibiting the premises to prospective tenants or purchasers; or
 - (b) the entry is during daylight hours and written notice of the time of the entry has been given to the tenant at least twenty-four hours in advance of the entry.
8. Entry Doors - Except by mutual consent, the landlord or the tenant shall not during occupancy by the tenant under the tenancy alter or cause to be altered the lock or locking system on any door that gives entry to the premises.
9. Late Payment Penalty - Where the lease contains provision for a monetary penalty for late payment of rent, the monetary penalty shall not exceed one per cent per month of the monthly rent.

(2) In addition to the statutory conditions set out in subsection (1), there is and is deemed to be an agreement between the landlord and tenant that the following statutory conditions apply as between them in respect of the lease of a mobile home space or a mobile home in a mobile home park:

Statutory Conditions Respecting Mobile Homes

1. The landlord shall not restrict in any way the right of a tenant to sell, lease or otherwise part with the possession of a mobile home by the tenant.
2. The landlord shall not receive any compensation for acting as the agent of the tenant in any negotiations to sell, lease or otherwise part with possession of a mobile home space or a mobile home situate in a mobile home park, unless provided for in a separate written agency agreement that is entered into by the tenant
 - (a) after the tenant enters into the tenancy agreement; and
 - (b) at the time that the tenant decides he wishes to offer his mobile home for sale or lease or otherwise part with the possession of his mobile home or mobile home space.
3. (1) Except as provided in this condition, the landlord shall not restrict in any way the right of the tenant to purchase goods or services from the person of the tenant's choice.
 - (2) The landlord may set reasonable standards for mobile home equipment.
 - (3) Where a person who does not live in the mobile home park and who is offering goods or services for sale
 - (a) unduly disturbs the peace and quiet of the mobile home park;
 - (b) fails to observe reasonable rules of conduct that have been established by the landlord; or
 - (c) violates the traffic rules of the mobile home park,despite a request by the landlord to discontinue the conduct, the landlord may restrict or prohibit the entry of that person into the mobile home park.
4. The landlord is responsible for compliance with municipal by-laws in respect of the common areas of the mobile home park and the services provided by the landlord to the tenants in the mobile home park.
5. The tenant is responsible for compliance with municipal by-laws in respect of the tenant's mobile home and the mobile home space on which it is located to the extent that the landlord is not responsible.

R.S., c. 401, s. 9; 1992, c. 31, s. 4(b), (c); 1993, c. 40, s. 6; 1997, c. 7, s. 3.

Landlord's rules

- 9A (1) A copy of reasonable rules established by a landlord that apply to the residential premises shall be given to a tenant prior to executing a lease.
- (2) Rules may be changed or repealed upon four months notice to the tenant prior to the anniversary date in any year.
 - (3) A rule is reasonable if
 - (a) it is intended to

(i) promote a fair distribution of services and facilities to the occupants of the residential premises,

(ii) promote the safety, comfort or welfare of persons working or residing in the residential premises, or

(iii) protect the landlord's property from abuse;

(b) it is reasonably related to the purpose for which it is intended;

(c) it applies to all tenants in a fair manner; and

(d) it is clearly expressed so as to inform the tenant of what the tenant must or must not do to comply with the rule.

1993, c. 40, s. 7.

NOTICE TO QUIT

Notice to quit

10 (1) Notwithstanding any agreement between the landlord and tenant respecting a period of notice, notice to quit residential premises shall be given

(a) where the residential premises are let from year to year, by the landlord or tenant at least three months before the expiration of any such year;

(b) where the residential premises are let from month to month,

(i) by the landlord, at least three months, and

(ii) by the tenant, at least one month,

before the expiration of any such month;

(c) where the residential premises are let from week to week,

(i) by the landlord, at least four weeks, and

(ii) by the tenant, at least one week,

before the expiration of any such week.

(2) For the purposes of subsection (1), where the residential premises are let for periods that are greater than a week and less than a month, the residential premises are deemed to be let from month to month.

(3) Notwithstanding any agreement between the landlord and tenant respecting a period of notice and notwithstanding the periods of notice in subsection (1) but subject to subsection (6), where a tenant rents a mobile home space from a landlord and the tenant owns the mobile home or rents the mobile home from a person other than the landlord, notice to quit the mobile home space shall be given

(a) by the landlord, at least six months; or

(b) by the tenant, at least one month,

before the termination of the tenancy except that where the tenant or any person whom the tenant permits on the premises is conducting himself in such a manner as to unduly interfere with the possession or occupancy of other tenants or the landlord, the landlord may give the tenant notice to quit the space not earlier than thirty days from the date upon which the notice is given.

(4) A notice to quit residential premises shall be in writing and shall contain the signature of the person giving the notice or his agent, a description of the residential premises and the day on which the tenancy terminates.

(5) A notice by a landlord to a tenant may be in Form 1 of the Schedule to this Act and a notice by a tenant to a landlord may be in Form 2 of the Schedule.

(6) Notwithstanding the periods of notice in subsection (1), where a year to year or a month to month tenancy exists or is deemed to exist and the rent payable for the residential premises is in arrears for thirty days, the landlord may give to the tenant notice to quit the residential premises fifteen days from the date the notice to quit is given.

(7) Notwithstanding the periods of notice in subsection (1), where a week to week tenancy exists and the rent payable for the residential premises is in arrears for seven days, the landlord may give to the tenant notice to quit the residential premises seven days from the date the notice to quit is given.

(7A) Notwithstanding subsections (1), (6) and (7), where a tenant poses a risk to the safety or security of the landlord or other tenants in the same building on account of the contravention or breach by that tenant of any enactment, notice of termination may be given to the tenant effective not earlier than five days, or such shorter period as the Director may direct, after the notice is given.

(8) Notwithstanding the periods of notice in subsection (1) or (6), where a tenant, on the eighteenth day of May, 1984, or thereafter, has resided in the residential premises for a period of five consecutive years or more, notice to quit may not be given except where

(a) the residential premises are leased to a student by an institution of learning and the tenant ceases to be a student;

(b) the tenant was an employee of an employer who provided the tenant with residential premises during his employment and the employment has terminated;

(c) the residential premises have been made uninhabitable by fire, flood or other occurrence;

(d) repealed 1994, c. 32, s. 1.

(e) the Director is satisfied that the tenant is in default of any of his obligations under this Act, the regulations or the lease;

(f) the Director is satisfied that it is appropriate to make an order under Section 17A directing the landlord to be given possession at a time specified in the order, but not more than six months from the date of the order, where

(i) the landlord in good faith requires possession of the residential premises for the purpose of residence by himself or a member of his family,

(ii) the landlord in good faith requires possession of the residential premises for the purpose of demolition, removal or making repairs or renovations so extensive as to require a building permit and vacant possession of the residential premises, and all necessary permits have been obtained, or

(iii) the Director deems it appropriate in the circumstances.

(8A) Notwithstanding the periods of notice contained in subsection (3), where a tenant in a mobile park on the first day of November, 1993, and thereafter has resided in the residential premises for a period of one year or more, notice to quit may not be given except in the same circumstances as is set forth in clauses (a) to (f) of said subsection (8).

(9) Where the interest of a tenant in residential premises arising under a tenancy agreement is

(a) foreclosed as a result of a proceeding

(i) respecting a mortgage which has priority over the interest of the tenant, or

(ii) in which the landlord's interest under an agreement of sale is foreclosed; or

(b) extinguished as a result of a sale under the *Sale of Land under Execution Act* respecting a judgment which has priority over the interest of the tenant,

the tenant may, notwithstanding the foreclosure or the sale, remain in possession of the premises under the same terms and conditions as if the foreclosure or the sale had not taken place, except that the right to remain in possession terminates on the earlier of

(c) the expiration of three months after the person who, but for this subsection, would be entitled to possession of the premises, gives to the tenant a notice to quit the premises; or

(d) the date on which the tenancy agreement terminates in accordance with its terms or is lawfully terminated.

R.S., c. 401, s. 10; 1992, c. 31, s. 5(1); 1994, c. 32, s. 1; 1993, c. 40, s. 8; 1997, c. 7, s. 4.

Renewal term and daily rents

10A (1) A lease, except for a fixed-term lease, continues for the same type of term if no notice is given pursuant to subsection (1) of Section 10 and is deemed to have been automatically renewed.

(2) A fixed-term lease ends on the day specified in the lease and, if a tenant remains in possession with the consent of an owner, the lease is deemed to have renewed itself on a month-to-month basis.

(3) Where a tenant gives a notice to quit three months prior to the anniversary date of a year-to-year lease and requests in writing that the term be changed to a month-to-month lease, the consent of the landlord shall not be arbitrarily or unreasonably withheld.

(4) Where a tenant makes a written request pursuant to subsection (3), the landlord shall respond within thirty days of receipt thereof, otherwise consent is deemed to be granted.

(5) No landlord shall charge daily rents to avoid the provisions of this Act unless the residential premises or a part thereof are licensed pursuant to the *Hotel Regulations Act*.

1993, c. 40, s. 9.

Early termination upon income reduction

10B Notwithstanding Section 10, where the income of a tenant, or one of a group of the tenants in the same residential premises, is so reduced because of a significant deterioration of a tenant's health that it is not reasonably sufficient to pay the rent in addition to the tenant's other reasonable expenses, or if there is more than one tenant, the tenant's portion of the rent and other reasonable expenses, the tenant may terminate a year-to-year tenancy by giving the landlord

(a) one month's notice to quit; and

(b) a certificate of a medical practitioner evidencing the significant deterioration of health.

1993, c. 40, s. 9.

Early termination for health reasons

10C Notwithstanding Section 10, where a tenant or a family member of a tenant in a year-to-year tenancy has suffered a significant deterioration in health that, in the opinion of a medical practitioner, results in the inability of the tenant to continue the lease or where the residential

premises are rendered inaccessible to the tenant, the tenant may terminate the tenancy by giving the owner

(a) one month's notice to quit; and

(b) a certificate of a qualified medical practitioner evidencing the significant deterioration of health.

1993, c. 40, s. 9; 2002, c. 30, s. 17.

Early termination upon acceptance into home

10D Notwithstanding Section 10, where a tenant in a year-to-year tenancy has been accepted into a nursing home or a home for special care on a permanent basis, the tenant may terminate the tenancy by giving the landlord one month's notice to quit.

1993, c. 40, s. 9.

Notice by personal representative

10E Notwithstanding Section 10, where a tenant in a year-to-year tenancy dies and there are no other tenants in the residential premises, the tenant's personal representative may give the landlord one month's notice to quit to terminate the tenancy.

1993, c. 40, s. 9.

RENTAL INCREASE

Restrictions increasing rent

11 (1) A landlord shall not increase the rent to a tenant for the twelve-month period following the commencement of a week-to-week, month-to-month, year-to-year or fixed-term lease.

(2) Where a landlord intends to increase the rent payable after the first twelve-month period, the landlord shall give the tenant a notice in writing stating the amount and effective date of the increase in the case of

(a) a year-to-year lease, four months prior to the anniversary date;

(b) a month-to-month lease, four months prior to the anniversary date;

(c) a week-to-week lease, eight weeks prior to the anniversary date;

(d) a mobile-home lease, seven months prior to the anniversary date,

and in no case shall a landlord increase the rent to the tenant more than once in a twelve-month period and without proper notice prior to the anniversary date in each subsequent year.

(3) In the case of a fixed-term lease, the lease shall indicate the amount and effective dates of any increases and in no case shall the rent be increased to a tenant more than once in a twelve-month period.

(4) The deletion or withdrawal of a service is deemed to constitute a rental increase.

(5) Where a landlord discontinues a service, privilege, accommodation or thing and such discontinuance results in a reduction of the tenant's use and enjoyment of the residential premises, the value of such discontinued service, privilege, accommodation or thing is deemed to be a rent increase for the purpose of this Section.

(6) Nothing in this Section applies to increases or decreases based solely on the income of a tenant pursuant to a public housing program.

1993,c. 40, s. 10.

Rental increases in mobile home parks

11A (1) Where a landlord of a mobile home park space intends to increase the rent payable after the first twelve-month period, the landlord shall serve the tenant with a notice of rent increase in the prescribed form.

(2) A landlord of a mobile home park space may determine a date to be the rent increase date for all mobile home park spaces owned or managed by the landlord.

(3) A tenant of a mobile home park space who receives a notice of increase of rent on or after the twentieth day of December, 1996, but before the coming into force of this Section, may make an application pursuant to Section 14, within thirty days of the coming into force of this Section, to have the notice of rent increase reviewed.

(4) A tenant of a mobile home park space who receives a notice of increase of rent after the coming into force of this Section may, within thirty days of receipt of the notice, make an application pursuant to Section 14 to have the notice of rent increase reviewed.

1997, c. 7, s. 5.

SECURITY DEPOSIT

Security deposit

12 (1) Where a landlord obtains from a tenant any sum of money or other value that is in addition to the rent payable in respect of the residential premises the sum of money or value is deemed to be a security deposit.

(2) No landlord shall demand, accept or receive from a tenant as a security deposit a sum of money or other value that is in excess of one half of the rent per month that is or would be required to be paid for the residential premises.

(3) Subject to subsection (6), a security deposit or the proceeds thereof shall be held in trust by the landlord and deposited in a trust account in a chartered bank, trust company or credit union or invested in such securities as are authorized by regulation and may be applied to outstanding rent or to expenses incurred in respect of damage to residential premises that is the responsibility of the tenant.

(4) The landlord shall credit interest to the tenant on the full amount or value of the security deposit

(a) at the rate of six per cent per annum before the first day of July, 1982; and

(b) on and after the first day of July, 1982, at the rate of twelve per cent per annum compounded annually, or such rate as the Governor in Council may from time to time determine,

while the security deposit is held by the landlord.

(5) Subject to subsection (6), the security deposit, together with interest, shall be returned to the tenant within ten days of the date of the termination of the lease.

(6) Where the landlord seeks to apply all or part of the security deposit and interest to outstanding rent or to expense incurred in respect of any damage for which the tenant is responsible and the tenant does not consent in writing, the landlord may make an application under Section 13.

(7) An application or a complaint pursuant to subsection (6) shall be made within ten days of the date of termination of the lease and, if no application or no complaint is made, the security deposit shall be returned in accordance with subsection (5).

(8) A landlord shall from time to time file such reports as may be required by the regulations of the amount of the security deposit or proceeds thereof which are held in trust.

NOTE - Subsections (9) to (12), enacted by Section 6 of Chapter 31 of the Acts of 1992, have not been proclaimed.

(13) An owner, partner or director of a company which owns or manages residential premises is personally liable for any breach of the Act or the regulations governing security deposits.

(14) Upon trusteeship, receivership, bankruptcy, sale, transfer, abandonment, foreclosure or sale of land under execution, the security deposits of the tenants held by the landlord are deemed to have been transferred to the receiver, trustee, mortgagee in possession or the new landlord and that receiver, trustee, mortgagee or landlord is responsible for the tenant's security deposits.

(15) A claim for damages from a security deposit shall not include any costs associated with ordinary wear and tear of the residential premises.

(16) Notwithstanding Section 23, any landlord who violates this Section is guilty of an offence punishable on summary conviction and upon conviction is liable to a fine of not more than five thousand dollars.

R.S., c. 401, s. 12; 1993, c. 40, s. 11; 1997, c. 7, s. 6.

PROCEDURES

Application to Director

13 (1) Where a person applies to the Director

(a) to determine a question arising under this Act; or

(b) alleging a breach of a lease or a contravention of this Act,

and, not more than one year after the termination of the lease, files with the Director an application in the form prescribed by regulation, together with the fee prescribed by regulation, the Director is the exclusive authority, at first instance, to investigate and endeavour to mediate a settlement.

(2) Upon making an application pursuant to subsection (1), the applicant shall, in accordance with the regulations, serve the other parties to the matter with a copy of the application.

(3) Where the landlord or the tenant has made efforts to serve the other party that have been unsuccessful, the Director may order an alternate acceptable method of service.

(4) An applicant may withdraw an application at any time before an order or decision is made.

1997, c. 7, s. 7.

Review of mobile home park rental increase

14 (1) A tenant of a mobile home park space may apply to the Director in accordance with subsections 11A(3) and (4) for a review of a notice of rent increase received on or after the twentieth day of December, 1996, and shall serve the landlord with a copy of the application in the manner prescribed by regulation.

(2) An application filed pursuant to subsection (1) shall be in the prescribed form and all tenants of the landlord referred to in subsection (1) who pay the same amount of rent and who have received notice of the same rent increase are deemed to be parties to the application.

(3) The landlord shall, within fifteen days of receipt of the application, provide the Director with the information required by regulation.

(4) If the landlord does not provide the information required by subsection (3), the Director may make an order denying the rent increase.

(5) In exercising authority pursuant to this Section, the Director may determine and adopt the most expeditious method of determining the rent increase.

(6) In reviewing a notice of rent increase, the Director shall consider

(a) the guidelines prescribed by regulation; and

(b) any information provided or submissions made by the landlord or tenant.

(7) The Director may make an order pursuant to Section 17A determining a rent increase which may be made retroactive to the date of rent increase in the notice given by the landlord and, if the order is made retroactive, it is deemed to have come into force on the date to which it is made retroactive.

1997, c. 7, s. 7.

Service of documents

15 (1) Service of all documents, except documents relating to an appeal to the Small Claims Court, may be made by personal service, registered mail or substituted service in the manner prescribed by regulation.

(2) Notwithstanding subsection (1), where the Director is not satisfied that the respondent has been served with an application made pursuant to Section 13, the Director may order an alternate acceptable form of service.

1997, c. 7, s. 7; 2002, c. 10, s. 24; 2002, c. 30, s. 18.

Duties and powers of Director

16 (1) Upon receiving an application pursuant to Section 13, the Director shall investigate and endeavour to mediate a settlement of the matter.

(2) Where a matter is settled by mediation, the Director shall make a written record of the settlement which shall be signed by both parties and which is binding on the parties and is not subject to appeal.

(3) Where a matter is settled by mediation, the Director may, if a party fails to comply with the terms on which the matter was settled, make an order pursuant to Section 17A.

1997, c. 7, s. 7.

Order by Director

17 (1) Where, after investigating the matter, the Director determines that the parties are unlikely to settle the matter by mediation, the Director shall, within fourteen days, make an order in accordance with Section 17A.

(2) The Director is not disqualified from making an order respecting a matter by reason of having investigated or endeavoured to mediate the matter.

1997, c. 7, s. 7.

Contents of order

17A An order made by the Director may

- (a) require a landlord or tenant to comply with a lease or an obligation pursuant to this Act;
- (b) require a landlord or tenant not to again breach a lease or an obligation pursuant to this Act;
- (c) require the landlord or tenant to make any repair or take any action to remedy a breach, and require the landlord or tenant to pay any reasonable expenses associated with the repair or action;
- (d) order compensation to be paid for any loss that has been suffered or will be suffered as a direct result of the breach;
- (e) terminate the tenancy on a date specified in the order and order the tenant to vacate the residential premises on that date;
- (f) determine the disposition of a security deposit;
- (g) direct that the tenant pay the rent in trust to the Director pending the performance by the landlord of any act the landlord is required by law to perform, and directing the disbursement of the rent;
- (h) require the payment of money by the landlord or the tenant;
- (i) determine the appropriate level of a rent increase;
- (j) require a landlord or tenant to comply with a mediated settlement.

1997, c. 7, s. 7.

Consequences of failure to appeal

17B (1) Where no appeal is made pursuant to Section 17C, a decision or order made by the Director under this Act may be made an order of the Small Claims Court and may be enforced in the same manner as any order or judgment of that Court.

(2) To make a decision or order made by the Director an order of the Small Claims Court, the Director shall endorse a copy of the decision or order certified by the Director to be a true copy as follows:

Make the within an order of the Small Claims Court.

Dated this day of , 20

.....
Director of Residential Tenancies

(3) The Director may forward the decision or order so endorsed to a clerk of the Small Claims Court who shall, upon receipt thereof, enter the same as a record and it thereupon becomes and is an order of the Small Claims Court and enforceable as any order or judgment thereof.

2002, c. 10, s. 25.

Appeal to Small Claims Court

17C (1) Except as otherwise provided in this Act, any party to an order of the Director may appeal to the Small Claims Court.

(2) An appeal may be commenced by filing with the Small Claims Court, within ten days of the making of the order, a notice of appeal in the form prescribed by regulations made pursuant to the *Small Claims Court Act* accompanied by the fee prescribed by regulations made pursuant to the *Small Claims Court Act*.

(3) The appellant shall serve each party to the order and the Director with the notice of appeal and the notice of hearing.

(3A) Service of all documents may be by personal service or such other manner of service or substituted service permitted pursuant to the *Small Claims Court Act*.

(4) The Small Claims Court shall conduct the hearing in respect of a matter for which a notice of appeal is filed.

(5) The Small Claims Court shall determine its own practice and procedure but shall give full opportunity for the parties to present evidence and make submissions.

(6) The Small Claims Court may conduct a hearing orally, including by telephone.

(7) Evidence may be given before the Small Claims Court in any manner that the Small Claims Court considers appropriate and the Small Claims Court is not bound by rules of law respecting evidence applicable to judicial proceedings.

(8) The evidence at a hearing shall not be recorded.

1997, c. 7, s. 7; 2002, c. 10, s. 26.

Duties of Court on appeal

17D (1) Within fourteen days of holding a hearing pursuant to subsection 17C(4), the Small Claims Court shall

(a) confirm, vary or rescind the order of the Director; or

(b) make any order that the Director could have made.

(2) repealed 2002, c. 10, s. 27.

1997, c. 7, s. 7; 2002, c. 10, s. 27.

Appeal to Court

17E (1) Subject to subsection (2), a party to an appeal to the Small Claims Court pursuant to this Act may, if that person took part in the hearing, appeal the order of the Small Claims Court to the Supreme Court of Nova Scotia in the manner set out in the *Small Claims Court Act*.

(2) An appeal pursuant to subsection (1) may only be taken on the ground of

(a) jurisdictional error;

(b) error of law; or

(c) failure to follow the requirements of natural justice.

1997, c. 7, s. 7; 2002, c. 10, s. 28.

RESIDENTIAL TENANCIES BOARD

18 repealed 2002, c. 10, s. 29.

Director of Residential Tenancies

18A (1) The Minister shall designate a person in Service Nova Scotia and Municipal Relations to be the Director of Residential Tenancies, who shall exercise such powers and perform such duties as are conferred or imposed on the Director by this Act or the regulations.

(2) The Director of Residential Tenancies may, with the approval of the Minister, authorize a residential tenancies officer to exercise or perform, in addition to or in substitution for the Director, any power or duty conferred or imposed on the Director by this Act or the regulations, subject to such conditions as the Minister may impose.

1992, c. 31, s. 9; 2002, c. 10, s. 30.

PERSONNEL

Personnel

19 (1) There shall be appointed residential tenancy officers and such other persons required for the purpose of carrying out the provisions of this Act or any other Act.

(2) Persons appointed pursuant to subsection (1) shall be appointed in accordance with the *Civil Service Act*.

(3) The Minister may prescribe the duties of persons appointed pursuant to this Section.

R.S., c. 401, s. 19.

Declaration of interest

19A Every person appointed pursuant to this Act shall, within thirty days after being appointed, where that person is appointed after this Section comes into force, and in all other cases within thirty days after this Section comes into force, file with the Minister a written declaration of any interest the person has in residential premises, and thereafter shall annually file with the Minister a written declaration of any such interest.

1992, c. 31, s. 10.

PROTECTION OF TENANTS

Consequence of retaliatory action by landlord

20 The Director or the Small Claims Court may refuse to exercise, in favour of a landlord, the powers or authorities under this Act or may set aside a notice to quit if the Director or the Small Claims Court is of the opinion that a landlord has acted in retaliation for a tenant attempting to secure or enforce the tenant's rights under this Act or the *Rent Review Act*.

R.S., c. 401, s. 20; 1997, c. 7, s. 9; 2002, c. 10, s. 31.

ENFORCEMENT

21 and 22 repealed 2002, c. 10, s. 32.

Right of entry

22A (1) The Director may

- (a) inspect residential premises;
- (b) inspect records of security deposits in any premises,

for the purpose of enforcing and administering this Act.

(2) Where a judge of the provincial court is satisfied by information under oath that

- (a) a reasonable, unsuccessful effort to effect entry pursuant to subsection (1) has been made; or
- (b) there are reasonable grounds for believing that entry would be denied without a warrant,

the judge may, at any time, and where necessary upon application without notice, issue an order authorizing the Director, with such peace officers as are required to assist, to enter a place and take any action authorized by subsection (1).

1992, c. 31, s. 14.

PENALTY

Offence and penalty

23 Any person who violates or fails to comply with any order, direction or other requirement of the Director or the Small Claims Court or contravenes any provision of this Act, or any landlord who takes action against a tenant because of any resort by that tenant to any governmental authority in respect of the residential premises or because a tenant attempts to enforce or secure his rights under this Act or the *Rent Review Act*, is guilty of an offence punishable on summary conviction and is liable to a fine of not more than one thousand dollars.

R.S., c. 401, s. 23; 2002, c. 10, s. 33.

Consent to prosecution

24 No proceeding may be brought under Section 23 without the consent of the Attorney General.

R.S., c. 401, s. 24.

APPLICATION

Application of Act

25 (1) This Act governs all landlords and tenants to whom this Act applies in respect of residential premises.

(2) This Act binds Her Majesty in right of the Province and Canada.

R.S., c. 401, s. 25; 1994, c. 32, s. 2.

Regulations

26 (1) The Governor in Council may make regulations

(a) prescribing any form, fee or charge required for the purposes of this Act;

(b) respecting security deposits;

(c) prescribing a printed standard form of lease which shall be used by all landlords and tenants and which shall include

(i) a description of the parties to the lease,

(ii) a description of the premises leased,

(iii) the term of the lease,

(iv) the rent payable under the lease,

(v) whether or not a security deposit is required,

(vi) the statutory conditions,

(vii) the terms under which the lease may be terminated,

(viii) a larger type notice to tenants that the lease will automatically renew if the tenant does not give a notice to quit within the time period set out in Section 10,

(ix) such additional provisions as the Governor in Council may prescribe;

(ca) prescribing the information to be provided by a landlord to a tenant;

(cb) repealed 1997, c. 7, s. 10.

(cc) prescribing the duties of the Director;

(cd) repealed 1997, c. 7, s. 10.

(ce) and (cf) repealed 2002, c. 10, s. 34.

(d) defining any word or expression used and not defined herein;

(e) respecting any matter which the Governor in Council considers necessary or advisable to carry out effectively the intent and purposes of this Act.

(2) The exercise by the Governor in Council of the authority set out in subsection (1) shall be regulations under the *Regulations Act*.

R.S., c. 401, s. 26; 1992, c. 31, s. 15; 1993, c. 40, s. 13; 1997, c. 7, s. 10; 2002, c. 10, s. 34.

Waiver of fee

27 Notwithstanding anything in this Act, no fee is payable by a person in respect of an application to the Director where that person is receiving the guaranteed income supplement, social assistance or family benefits or where the Minister waives the fee.

1992, c. 31, s. 16; 2002, c. 10, s. 35.

28 repealed 2002, c. 10, s. 36.

MOBILE-HOME ADVISORY COMMITTEE

Establishment and composition of committee

29 (1) The Minister shall establish an advisory committee on mobile-home tenancies to advise the Minister on the administration of mobile homes pursuant to this Act.

(2) The committee shall consist of an equal number of persons who, in the Minister's opinion, are representative of the views of landlords and of tenants of mobile homes.

(3) The committee shall be chaired by a person appointed from the Department of Housing and Consumer Affairs.

(4) The chair of the committee shall be appointed by the Minister.

1993, c. 40, s. 14.

SCHEDULE

Form 1

NOTICE TO TENANT

To

(name of tenant)

I hereby give you notice to deliver up possession of the premises
..... which you hold of me as tenant, on the
(description of premises)

..... day of next.

DATED this day of, 19.....

.....
Landlord

Form 2

NOTICE TO LANDLORD

To
(name of landlord)

I hereby give you notice that I am giving up possession of the premises
..... which I hold of you as tenant, on the
(description of premises)

..... day of next.

DATED this day of, 19.....

.....
Tenant

R.S., c. 401, Sch.